

**Amendment Number 7**  
**to**  
**Contract DIR-SDD-1364**  
**between**  
**the State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Hewlett-Packard Company**

This Amendment Number 7 to Contract DIR-SDD-1364 (“Contract”) is between the State of Texas, acting by and through the Department of Information Resources (“DIR”) and Hewlett-Packard Company (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

- 1. Contract, Section 2, Term of Contract,** is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through May 5, 2014 or until terminated pursuant to the termination clauses contained in the Contract, completing all three (3) additional one-year options. No additional extension options remain.

- 2. Contract, Section 4, Pricing, G. Travel Expense Reimbursement,** is hereby restated in its entirety as follows:

**G. Travel Expense Reimbursement**

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<http://www.window.state.tx.us/procurement/prog/stmp/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

- 3. Contract, Section 6, Notification,** is hereby restated in its entirety as follows:

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Robin Abbott  
Manager, Contract and Vendor Management  
Department of Information Resources  
300 West 15<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701  
Phone: (512) 936-2233  
Facsimile: (512) 475-4759  
Email: [robin.abbott@dir.texas.gov](mailto:robin.abbott@dir.texas.gov)

If sent to the Vendor:

Joe Perugini  
Strategic Contract Program Manager  
Personal Systems Group  
US Public Sector Division  
Hewlett-Packard Company  
139 Hawknest Ct.  
The Woodlands, Texas 77384  
936.689.0598 Cell  
832.442.5941 eFax  
[joseph.perugini@hp.com](mailto:joseph.perugini@hp.com)

With a copy to:

Public Sector Legal Counsel  
Hewlett-Packard Company  
5400 Legacy Drive  
Plano, Texas 75024  
Facsimile: (972) 605-3491

and:

Kirk Klaas, Esq.  
Public Sector Contracts Negotiator  
Hewlett-Packard Company  
Phone: (425) 495-5997  
Facsimile: (425) 297-4674  
Email: [kirk.klaas@hp.com](mailto:kirk.klaas@hp.com)

**4. Authorized Exceptions to Appendix A, Standard Terms and Conditions For Product and Related Service Contracts dated 03/26/2010.**

**A. Appendix A, Section 8, Contract Administration, B. Reporting and Administrative Fees, 2) Detailed Monthly Reporting, 5.** is hereby adding second paragraph in its entirety as follows:

## **2) Detailed Monthly Reporting**

If Vendor submits three (3) monthly sales reports or administrative fee payments late within a 12-month period beginning upon execution of this Amendment, DIR reserves the right to suspend or terminate this Contract for cause per Section 10.B.4.a. of Appendix A, Termination for Cause. If Vendor is late with its monthly sales report, Vendor will pay DIR one hundred dollars (\$100) per day ("Late Payment"), for each day the monthly report is late, up to ten (10) days per month for a maximum monthly Late Payment amount of \$1000 for late monthly sales reports. If Vendor is late with its monthly administrative fee payment, Vendor will pay DIR one hundred dollars (\$100) per day ("Late Payment"), for each day the monthly administrative fee payment is late, up to ten (10) days per month for a maximum monthly Late Payment amount of \$1000 for late monthly administrative fee payments.

**B. Appendix A, Section 9, Vendor Responsibilities, C. Vendor Certifications** is hereby replaced in its entirety.

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

- (i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;
- (ii) are not currently delinquent in the payment of any franchise tax owed the State of Texas and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;
- (iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
- (iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;
- (v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;
- (vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;
- (vii) are not suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration;
- (viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and*

*Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*”, published by the United States Department of the Treasury, Office of Foreign Assets Control; (ix) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;

- (ix) agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;
- (x) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;
- (xi) have identified all current or former, within the last five years, employees of the State of Texas assigned to work on the DIR Contract 20% or more of their time and have disclosed them to DIR and have disclosed or do not employ any relative of a current or former state employee within two degrees of consanguinity, and, if these facts change during the course of the Contract, certify they shall disclose the name and other pertinent information about the employment of current and former employees and their relatives within two degrees of consanguinity;
- (xii) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;
- (xiii) under Section 2155.006, Government Code, are not ineligible to receive the specified contract and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate; and
- (xiv) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, they acknowledge the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract.

During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g, privacy and security requirements).

5. **Contract, Appendix C – Pricing and Products Index** is hereby replaced in its entirety with Appendix C – Pricing and Product Index dated May 15, 2013 as attached to this Amendment Number 7.

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 7, Amendment Number 6, Amendment Number 5, Amendment Number 4, Amendment Number 3, Amendment Number 2, Amendment 1 and then the Contract.

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than May 5, 2013.

**Hewlett-Packard Company**

Authorized By: Signature on File

Name: Kirk R. Klaas

Title: Public Sector Contracts negotiator

Date: April 30, 2013

**The State of Texas, acting by and through the Department of Information Resources**

Authorized By: Signature on File

Name: Carl Marsh

Title: Chief Operating Officer

Date: 05/06/13

Office of General Counsel: 05/02/13